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RW FORM IA (REV. 4-56)

Approved For Release 2003/01/30: CIA-RDP81B00878R001400080080-6 THE RAMO-WOOLDRIDGE CORPORATION

5730 ARBOR VITAE STREET . LOS ANGELES 45, CALIFORNIA

THIS ORDER IS SUBJECT TO THE FOLLOWING CONDITIONS

1. SHIPMENTS AND ADVANCE COMMITMENTS: Each container, and accompanying packing lists, must show this order number. No charge shall be made for pockaging, delivery or similar costs unless expressly authorized by this order. All items shall be suitably prepared for shipment to socure the lowest transportation and insurance rates, and to meet carrier's requirements. Buyer may, at its option, either retain items received in advance of the delivery schedule or return them to Seller at Seller's risk and expense; if retained, time for payment and discount shall be based upon scheduled delivery dates. Seller shall place all orders for and schedule deliveries of materials and ports necessary for its performance under this order at such times as will adies. Senier stail place all orders for and schedule deliveries of materials and ports necessary for its performance under rais order at such times as will enable Seller to meet, but not unreasonably anticipate, the schedule of deliveries set forth herein. In the event of termination of or changes to this order, Buyer shall not be liable for any charges or costs arising out of commitments by Seller for the acquisition of said materials and parts, or out of work performed hereunder, in advance of the time necessary to meet the delivery schedules hereunder, unless Buyer has given its prior written consent to

2. PAYMENT: Original and one (1) copy of invoices shall be mailed to Buyer's Accounting Department when items are shipped. The time for payment of Seller's invoices shall commence with date of actual receipt of items in complete accordance with the requirements of this order. Any adjustments in Seller's invoices due to shortage, late delivery, rejection or other failure to comply with the requirements of this order may be made by Buyer

ments in Seller's invoices due to shortoge, late delivery, rejection or other failure to comply with the requirements of this order may be made by Buyer before payment.

3. WARRANTIES AND INSPECTION: Seller expressly warrants that all items will conform to applicable specifications, drawings and samples, that they will be free from defects in moterial and workmanship, and that they will be fit for their intended use. Upon final inspection and acceptance, Seller's liability under said warronties shall be limited to liability for lotent defects, froud, or such gross mistakes as amount to fraud. Said warronties, however, shall not be deemed to limit any warranties of additional scope given to Buyer by Seller. Unless otherwise specified, all items will be subject to final inspection and acceptance at Buyer's plant. Buyer may, at its option, either hold rejected items for Seller's instructions and at Seller's risk, or return them to Seller at Seller's expense and Seller shall promptly reimburse Buyer for any and all damages sustained by Buyer as a result of Seller's breach of warranty. No replacement of rejected items shall be made unless otherwise specified on Buyer's returned material orders.

4. CHANGES: Buyer shall have the right at any time before completion of the order to make changes in quantities, in drawings and specifications, in delivery schedules, and in methods of shipment and packaging. If such changes cause and increase or decrease in prices or in the time required for performance, Seller shall promptly notify Buyer thereof, and an equitable adjustment shall be made. Changes shall not be binding upon Buyer unless evidenced by a Purchase Order Change Notice issued and signed by Buyer.

5. TAXES: Federal, State or local taxes of any nature which are billed to Buyer, shall be stated separately in Seller's invoices. Any and all taxes.

uniess evidenced by a runchase Graen Change Monte Issued and signed by buyer.

5. TAXES: Federal, State or local taxes of any nature which are billed to Buyer, shall be stated separately in Seller's invoices. Any and all taxes exemption certificates will be accepted by Seller.

exemption certificates will be accepted by Seller. **

6. PATENTS: Seller shall, with respect to any device or composition of design submitted by Seller or of Seller's standard manufacture, indemnify and hold harmless Buyer, its customers and agents, from costs and damages, as finally determined by any court for infringement of any United States Letters Patent by reason of the sale or normal use of such device or composition, provided that Seller is promptly notified of all such actual or potential infringement suits, and is given full and exclusive control of the defense thereof by Buyer.

7. CONTRACT: The parties hereto agree that this Order and the acceptance thereof shall be a contract made in the State shown in the Buyer's address on the face of this Order and governed by the laws thereof.

8. PROPERTY FURNISHED TO SELLER BY BUYER: No designs, tools, patterns, or drawings supplied by the Buyer to the Seller for use in manufacturing of articles contracted herein shall be used in the production, manufacture or design of any other articles for any other purchaser nor for of this contract they, together with all excess materials, shall be disposed of as Buyer shall direct. All such designs, tools, patterns, drawings and materials supplied by the Buyer shall be segregated by the Seller in the Seller's plant, and wherever possible, clearly marked so as to be easily identified os Buyer's property. Where materials are furnished by Buyer, title to such material in all stages of construction shall be and remain in Buyer's cost thereof is to be paid by Seller. Buyer: It materials of partially composed and Buyer's cost thereof is to be paid by Seller.

Buyer's cost thereof is to be paid by Seller.

TERMINATION: (a) The Ramo-Wooldridge Corporation may terminate work under this Purchase Order in whole or in part at any time by written

(b) Upon termination of this Order by The Ramo-Wooldridge Corporation for any reason other than default or delay of Seller (except for causes beyond Seller's control and without Seller's fault or negligence), the respective rights and duties of The Ramo-Wooldridg Corporation and Seller shall be in accordance with the provisions of ASPR Section VIII (8-706) Subcontract Termination Clause for Use in Fixed Price Contracts or, in the case of liability for costs arising out of the termination of this Purchose Order and for costs arising out of the termination of subcontracts on purchase

10. (a) ASSIGNMENTS: No assignment of this order or of any moneys due or to become due thereunder shall be binding upon Buyer until its writ-

the consent thereto is obtained.

(b) SUBCONTRACTING: The Seller agrees that it will not enter into a subcontract or purchase order for the procurement of the items covered by this order in completed or substantially completed form without first securing the approval of the Buyer and, if applicable, an Air Force Contracting

Officer as to source.

11. VALIDITY: The invalidity in whole or in part of any condition of this Purchase Order sholl not affect the validity of other conditions, 12: PRICES: Seller represents that it is intended that its prices shall not exceed prices permitted by applicable Government price regulations; in the svent it is subsequently determined that Seller's prices are in excess of prices permitted by such regulations, Seller shall refund the excess to Buyer.

13. MANDATORY CONDITIONS REQUIRED BY GOVERNMENT CONTRACTS: The conditions of this Article 13 shall apply, unless otherwise stated, in addition to the other terms and conditions of this order, if United States Government Contract Number or Ramo-Wooldridge Corporation

(a) AUDIT AND INSPECTION: Seller's manufacturing plant and books, or such part of the plant as may be used in furnishing the items ordered, will at all times be subject to inspection and audit by any person designated by the head of any executive department of the Government. If any inspection or test is made by the Government on Seller's premises, Seller shall provide all reasonable facilities and assistance for the safety and convenience of the Government inspectors in the performance of their duties. Seller agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of three (3) years after final payment under this order, have access to and the right to examine any directly pertinent books, documents, papers, and records of Seller involving transactions related to this order; the preceding part of this sentence shall not apply if this order (1) does not exceed \$1,000.00 or (2) is for public utility services at rates established for

uniform applicability to the general public.

(b) MILITARY SECURITY REQUIREMENTS: The military security requirements clause contained in paragraph 7-104.12 of the Armed Services Procurement Regulation, as in effect on the date of this order, is made a part hereof by this reference, provided, however, that whenever the word "Government" appears in said clause it shall be deemed to read "Government or Buyer", and whenever the word "Contractor" appears therein it

shall be deemed to read "Seller."

(c) DISCRIMINATION: The Seller, in performing the work required by this order, shall not discriminate against any employee or applicant for employment because of race, creed, color or national origin. (Not applicable if the order is for standard or commercial articles).

(d) NOTICE TO THE GOVERNMENT OF LABOR DISPUTES: Whenever an actual or potential labor dispute is delaying or threatening to delay the performance of this order. Seller will immediately give notice thereof to the nearest Unitd States Air Force representative. Such notice shall include all relevant information with respect to such dispute.

LAWS: Soller agrees that the items will be manufactured or furnished in compliance with all applicable provisions of the federal laws, as here-tofore or hereafter amended, known as the Fair Labor Stondords Act, Walsh Healey Act, Eight-Hour Law, Buy American Act, Vinson-Trammell Act, Royalty Adjustment Act, and the Espionage Act (and statutes relative thereto) and all applicable regulations, rulings and interpretations issued thereunder.

PATENTS: Seller shall, prior to filing any patent application which discloses classified subject matter relating to this order, obtain permission from the Contracting Officer so to do.

RENEGOTIATION ACT: This Purchase Order is subject to the Renegotiation Act of 1951 (P. 1.9, 82nd Congress) and shall be deemed to contain all the provision and the provision are provided the provision and the Renegotiation Act of 1951, provided that Seller shall not be required to insert the provisions of this paragraph in any subcontract of a class or type described in Section 106 (a) of said Act.

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| ITEM QUANTITY | DESCRIPTION . | UNIT PRICE | DISC. | UNIT | TOTAL |
| | Exceptions: 1. Packaging & Packing P 4.1 of Specification 201 is hereby waived and the following substituted: "Mechanical and physical protection | | | | |
| | enroute to Remo-Wooldridge shall be required." 2. Name Plates All provisions in specification and blueprints for handling of name plates shall be adhered to with the exception that Ramo-Wooldridge shall furnish sainame plates. | ų. | | | · |
| | CONFIRMATION DO NOT DUPLICATE | | | | |
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